

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX**

CONSTANCE ALEXANDER and  
PETULA ALEXANDER and DINORAH  
WILLIAMS,

Plaintiffs,

vs.

STEADFAST INSURANCE COMPANY  
(STEADFAST), CLARENDON  
AMERICAN INSURANCE COMPANY  
(CLARENDON), DEEP SOUTH  
SURPLUS OF TEXAS, L.P., and CRC  
SCU f/k/a CRUMP INS. SERVICES,

Defendants.

CASE NO. 1:20-CV-38

JURY TRIAL DEMANDED

**NOTICE OF 30(B)(6) DEPOSITION OF STEADFAST INSURANCE COMPANY**

TO:

W. Mark Wilczynski, Esquire  
Justin Crocker  
Law Office of Mark Wilczynski, P.C.  
Palm Passage Suites C20-22  
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St. Thomas, VI 00804  
Email Address: mwilczynski@usvilaw.com  
Attorney For: Steadfast Insurance Company (Steadfast)

Glenda L. Lake, Clerk of the Court  
District Court of the V.I.

**PLEASE TAKE NOTICE** that pursuant to Federal Rule of Civil Procedure 30(b)(6),

Plaintiffs, by and through undersigned counsel, will take the oral examination of

**STEADFAST INSURANCE COMPANY.** Defendant shall designate one or more officers,  
directors or managing agents who are competent to testify on the company's behalf.

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That person(s) who is designated to testify on Defendant's behalf should have knowledge of, but not be limited to, the following:

1. The content of all responses to written discovery and documents produced by Defendant subject to this lawsuit and the underlying lawsuit entitled *Alexander et al, v. Crosstech, et al*, SX-07-CV-322.
2. The facts to support the Defendant's denial of Plaintiff's allegations and which substantiate each of its affirmative defense of personal jurisdiction.
3. The facts to support denial of coverage to Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc in *Alexander et al, v. Crosstech, et al*, SX-07-CV-322.
4. The facts to support denial of defense to Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc in *Alexander et al, v. Crosstech, et al*, SX-07-CV-322.
5. The facts to support refusal to indemnify Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc, upon entry of the Consent Judgement in in *Alexander et al, v. Crosstech, et al*, SX-07-CV-322, in 2018.
6. The identity, by name and last known contact information, of any and all agents and/or employees of Steadfast Insurance Company who were responsible for selecting and issuing insurance coverage for Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc.
7. The identity, by name and last known contact information, of any and all agents and/or employees of Steadfast Insurance Company who were responsible for denying coverage for Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc. in in *Alexander et al, v. Crosstech, et al*, SX-07-CV-322, at any time from April 1, 2007, to present.
8. The content of all documents, correspondence, notes, memoranda and any other writing of or concerning the incident that is the subject matter of this lawsuit and the underlying lawsuit of *Alexander et al, v. Crosstech, et al*, SX-07-CV-322 related to

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insurance coverage, claim submissions, reporting claims, defense, indemnity, tender of defense and/or procurement of insurance by Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc. from CRC for any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc., or anyone on their behalf, for the time period of January 1, 2007 to present.

9. Any tests or investigations to determine the cause of the incident referred to in Plaintiff's complaint surrounding the case of *Alexander et al, v. Crosstech, et al*, SX-07-CV-322. and the results thereof.
10. Any communication by or between Defendant and Douglas Capedeville, Tom Crossland, Crosstech VI, Inc., Crosstech Boiler Services L.P., Crosstech Boiler Services Inc, Crosstech Services, CRS VI, and/or Pedro Vega, subsequent to the incident that is the subject matter of this lawsuit or the underlying lawsuit in *Alexander et al, v. Crosstech, et al*, SX-07-CV-322 related to insurance coverage, claim submissions, reporting claims, defense, indemnity, tender of defense and/or procurement of insurance by Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc. for any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc., from January 1 2007, to present.
11. The content of all correspondence, letters, notes, summaries, complaints, memos, emails, claims notes, and telephone logs pertaining to the underlying accident and/or lawsuit entitled *Alexander et al, v. Crosstech, et al*, SX-07-CV-322. referred to in Plaintiff's Complaint related to the insurance coverage, claim submissions, reporting of claims, and/or procurement of insurance by Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc., or anyone on their behalf, for any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc., for the time period of from January 1, 2007, to present.
12. Knowledge of all the specific insurance policies Defendant underwrote/provided/issued from 2007 to 2008 to provide coverage to Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc.
13. Knowledge of the applicable exclusions, endorsements, and/or amendments for the aforementioned insurance policies listed in the previous answer.

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14. Knowledge of all conversations, discussions, communications, that any representative, agent, attorney, or employee of Defendant had with Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc., or any of his agents, representatives, or legal counsel regarding insurance coverage, claim submissions, reporting claims, defense, indemnity, tender of defense and/or procurement of a general liability insurance policy pertaining to the incident in *Alexander et al, v. Crosstech, et al*, SX-07-CV-322 involving Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc.'s employees, on what date said conversation, discussion or communication occurred and by what method of communication it occurred (e.g. telephone, email, text, chat, fax), and what that communication entailed for the time period of April 1, 2007, to present.
15. Knowledge of what documentation was required by Defendant from Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc., prior to issuing a general liability policy on behalf of Steadfast.
16. Knowledge of any and all documents provided by Tom Crossland and/or any of the following entities owned by Tom Crossland: Crosstech Boiler Services LP, Crosstech Boiler Services, Inc., CRS VI, Inc., or Crosstech VI, Inc., relating to any applications for insurance made by them (including but not limited to the application for insurance itself), claims against policies, notices of claims, request for defense, request for indemnification, from April 1, 2007, to present.

This deposition will take place on **December 7, 2023**, before any Notary Public commissioned by the Territory of the US Virgin Islands or other person qualified to administer the oath and take deposition. **This deposition will be conducted via Zoom meeting and pursuant to rules cited above and the standing orders of the Court during the pendency of the COVID-19 pandemic. The Parties stipulate that the witness will be remotely sworn to testify under oath and that the deposition testimony will be treated as if the deponent was personally sworn. No later than twenty-four (24) hours prior to the date of the deposition, the Court Reporter will**

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**provide the zoom address and IP link.**

This deposition is being taken for use as evidence and/or trial purposes and may be continued from day to day until completed.

RESPECTFULLY SUBMITTED  
LEE J. ROHN AND ASSOCIATES, LLC  
Attorneys for Plaintiff(s)

DATED: November 6, 2023

BY: /s/ Jennifer S. Koockogey-Lajoie  
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**CERTIFICATE OF SERVICE**

**THIS IS TO CERTIFY** that on November 6, 2023, I electronically filed the foregoing with the Clerk of the Court using the electronic filing system, which will send a notification of such filing to the following:

Justin Crocker  
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Attorney For: Steadfast Insurance Company (Steadfast)

BY: /s/ Jennifer S. Koockogey-Lajoie (jk)